



# Top Star Computers International Pty Ltd

A.B.N. 64 083 082 115

UNIT 12-13, 104-106 FERNTREE GULLY ROAD,  
OAKLEIGH, VICTORIA 3166

TEL: (03) 9548 8044 FAX: (03) 9548 8544

<http://www.tonestar.com.au>

## Application for Credit

Please tick your applicable  
business structure:-

Private Company  Public Company  Partnership  Sole Trader

### **A. PARTICULARS OF COMPANY**

Full Company Name \_\_\_\_\_ A.B.N. \_\_\_\_\_

Registered Office \_\_\_\_\_

Business Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Ph: \_\_\_\_\_ Title \_\_\_\_\_

### **B. PARTICULARS OF BUSINESS**

Business Name \_\_\_\_\_ A.B.N. \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Mobile \_\_\_\_\_

### **C. DETAILS OF ALL DIRECTORS/PARTNERS ADDRESS**

1. Name \_\_\_\_\_

D.O.B \_\_\_\_/\_\_\_\_/\_\_\_\_ Driver licence No \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

2. Name \_\_\_\_\_

D.O.B \_\_\_\_/\_\_\_\_/\_\_\_\_ Driver licence No \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

3. Name \_\_\_\_\_

D.O.B \_\_\_\_/\_\_\_\_/\_\_\_\_ Driver licence No \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

*Please attach a copy of driver licence of "at least" 1 director in this form.*



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## **D. GENERAL INFORMATION**

Date Commenced Business \_\_\_\_\_ Nature of Business \_\_\_\_\_

Name of Accountant/s \_\_\_\_\_ Phone No \_\_\_\_\_

Address of Accountant/s \_\_\_\_\_

Name of Parent &/or Associated Companies \_\_\_\_\_

Does the Company Act as Trustee for any Trusts? Details? \_\_\_\_\_

Amount of Credit Requested? \_\_\_\_\_ **(Requested Credit Limit)**

## **E. CREDIT INFORMATION**

**Trade References** (preferably organisations you have traded **with for 12 months or more**)

1. \_\_\_\_\_ Monthly Purchases \$ \_\_\_\_\_

Contact \_\_\_\_\_ Ph \_\_\_\_\_ Fax \_\_\_\_\_

2. \_\_\_\_\_ Monthly Purchases \$ \_\_\_\_\_

Contact \_\_\_\_\_ Ph \_\_\_\_\_ Fax \_\_\_\_\_

3. \_\_\_\_\_ Monthly Purchases \$ \_\_\_\_\_

Contact \_\_\_\_\_ Ph \_\_\_\_\_ Fax \_\_\_\_\_

4. \_\_\_\_\_ Monthly Purchases \$ \_\_\_\_\_

Contact \_\_\_\_\_ Ph \_\_\_\_\_ Fax \_\_\_\_\_



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1. The applicant hereby applies to TOP STAR COMPUTER INTERNATIONAL PTY LTD for a credit account.
2. Should this application be accepted by TOP STAR COMPUTER INTERNATIONAL PTY LTD the applicant agrees that the credit account shall be subject to the terms of this application and the usual terms and conditions of trade, a copy of which is contained herein.
3. The applicant shall notify TOP STAR COMPUTER INTERNATIONAL PTY LTD of any change in the constitution or structure of the applicant or the sale of the business operated by the applicant and agrees that it shall continue to be liable to TOP STAR COMPUTER INTERNATIONAL PTY LTD for any sums outstanding on the account opened on behalf of the applicant until;
  - (a) Written notice is received from the applicant that it has changed the constitution or structure or the sale of the business.
  - (b) The account has been closed and full payment has been received by TOP STAR COMPUTER INTERNATIONAL PTY LTD.
4. The applicant agrees that the terms and conditions applying to any credit account opened in the name of the applicant and the construction and interpretation of it shall be governed by the laws of the State of Victoria, in force for the time being and from time to time, and the parties irrevocably submit generally and unconditionally to the jurisdiction of the Courts of Victoria in respect of claims, proceedings and matters arising out of or in respect of the said credit account.

Dated this.....day of..... 20...

.....

Signature of Authorised Officer of Applicant

.....

Print Name of Authorised Officer

**F. OFFICE USE ONLY**

Company/Business Name Search Completed by: \_\_\_\_\_ Date: \_\_\_\_\_

Guarantee Required? \_\_\_\_\_ Completed \_\_\_\_\_

Credit Application Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Initial Limit: \$ \_\_\_\_\_ Revised Amount: \$ \_\_\_\_\_ Date: \_\_\_\_\_



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## Terms And Conditions Of Trade

### 1 Interpretation

1.1 Unless otherwise inconsistent with the context the word "person" shall include corporation;

1.2 "goods" shall include services.

1.3 Words importing the singular number shall be deemed to include the plural and vice versa. Words importing the male gender shall be deemed to include the female and neuter gender and vice versa.

1.4 "TOP STAR COMPUTER INTERNATIONAL PTY LTD" shall mean TOP STAR COMPUTER INTERNATIONAL PTY LTD trading as TOP STAR COMPUTER INTERNATIONAL PTY LTD its successors and assigns.

### 2 Offer and Acceptance

2.1 Any quotation made by TOP STAR COMPUTER INTERNATIONAL PTY LTD is not an offer to sell or to provide goods. TOP STAR COMPUTER INTERNATIONAL PTY LTD shall not be bound by any order given in pursuance of any quotation until it is accepted in writing by TOP STAR COMPUTER INTERNATIONAL PTY LTD or by the commencement of supply or the provision of goods.

Unless otherwise agreed in writing, all orders are subject to acceptance by TOP STAR COMPUTER INTERNATIONAL PTY LTD within 30 days of receipt by TOP STAR COMPUTER INTERNATIONAL PTY LTD of the order. These terms and conditions shall be deemed to be incorporated into any agreement between TOP STAR COMPUTER INTERNATIONAL PTY LTD and the purchaser.

Any terms and conditions contained in any order, offer, acceptance or other document of the purchaser and all representations, statements, terms and conditions and warranties (whether implied by statute or otherwise) not embodied herein are expressly excluded to the fullest extent permitted by law.

2.2 Insofar as goods or services supplied by TOP STAR COMPUTER INTERNATIONAL PTY LTD are not of a kind ordinarily acquired for personal domestic or household consumption, and unless the purchaser establishes that reliance on this provision would not be fair and reasonable, the liability for breach of a condition or warranty; implied into this contract by the Trade Practices Act 1974 (other than a condition implied by Section 69) is limited:

(a) in the case of goods to any one of the following as determined by TOP STAR COMPUTER INTERNATIONAL PTY LTD;

(i) the replacement of the goods or the supply of equivalent goods; or

(ii) the repair of the goods; or

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the costs of having the goods repaired;

(b) in the case of services to any one of the following as determined by TOP STAR COMPUTER INTERNATIONAL PTY LTD;

(i) the supplying of the services again, or

(ii) the payment of the cost of having the services supplied again.

### 3 Delivery

3.1 Any date quoted for delivery is an estimate only and unless a guarantee shall have been given by TOP STAR COMPUTER INTERNATIONAL PTY LTD in writing providing for liquidated damages for failure to deliver by the quoted date TOP STAR COMPUTER INTERNATIONAL PTY LTD shall not be liable to the purchaser for any loss or damage howsoever arising even if arising out of the negligence of TOP STAR COMPUTER INTERNATIONAL PTY LTD for failure to deliver on or before the quoted date. The purchaser shall accept and pay for goods if and when tendered notwithstanding any failure by TOP STAR COMPUTER INTERNATIONAL PTY LTD to deliver by the quoted date. Written advice to the purchaser that goods are ready for delivery whether in whole or in part shall constitute tendering and the terms of payment shall apply.

3.2 TOP STAR COMPUTER INTERNATIONAL PTY LTD shall not be liable to any purchaser or any other party for any direct or indirect or consequential injury loss or damage whatsoever by reason of any delay in delivery whether the same is due to the negligence of TOP STAR COMPUTER INTERNATIONAL PTY LTD or any other party, strike or any other industrial action be it of TOP STAR COMPUTER INTERNATIONAL PTY LTD or other party, or any other cause whatsoever.

3.3 TOP STAR COMPUTER INTERNATIONAL PTY LTD reserves the right to deliver by instalments if delivery is made by instalments the purchaser shall not be entitled;

(i) to terminate or cancel the contract; or

(ii) to any claim loss or damage howsoever arising for failure by TOP STAR COMPUTER INTERNATIONAL PTY LTD to deliver any instalments on or before the quoted date.

3.4 It is agreed that TOP STAR COMPUTER INTERNATIONAL PTY LTD shall not be responsible for delay in manufacture or delivery caused by, or in manufacture or delivery caused by, or in any way incidental to act of God, war, fire, breakages of machinery or strikes or arising out of any other unexpected or exceptional cause, or any cause beyond TOP STAR COMPUTER INTERNATIONAL PTY LTD's reasonable control.

3.5 Any quotation containing a provision to supply goods "ex stock" is subject to fulfilment of prior orders at the date of receipt of the purchaser's order.

### 4 Payment

4.1 Unless otherwise agreed in writing payment terms are net cash 7 days from date the goods are invoiced to the purchaser.

4.2 This term as to the payment shall be of the essence of the contract.



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## 5 Title

5.1 Notwithstanding the delivery of the goods or part thereof the goods remain the sole and absolute property of TOP STAR COMPUTER INTERNATIONAL PTY LTD as full legal and equitable owner until such time as the purchaser shall have paid TOP STAR COMPUTER INTERNATIONAL PTY LTD the full purchase price together with the full price of any other goods the subject of any other contract with TOP STAR COMPUTER INTERNATIONAL PTY LTD.

5.2 The purchaser acknowledges that he receives possession of and holds goods delivered by TOP STAR COMPUTER INTERNATIONAL PTY LTD solely as bailee for TOP STAR COMPUTER INTERNATIONAL PTY LTD until such time as the full price thereof is paid to TOP STAR COMPUTER INTERNATIONAL PTY LTD together with the full price of any other goods then the subject of any other contract with TOP STAR COMPUTER INTERNATIONAL PTY LTD.

5.3 Until such time as the purchaser becomes the owner of the goods, he will;

(a) store them on the premises separately;

(b) ensure that the goods are kept in good and serviceable condition;

(c) secure the goods from risk, damage and theft; and

(d) keep the goods fully insured against such risks that are usual or common to insure against in a business of a similar nature to that of the purchaser.

5.4 (i) Until the goods are paid for in full, TOP STAR COMPUTER INTERNATIONAL PTY LTD authorises the purchaser to sell the goods as its agent. However, the purchaser shall not represent to any third parties that it is acting in any way for TOP STAR COMPUTER INTERNATIONAL PTY LTD. TOP STAR COMPUTER INTERNATIONAL PTY LTD will not be bound by any contracts with third parties to which the purchaser is a party.

(ii) Records shall be kept by the purchaser of any goods owned by TOP STAR COMPUTER INTERNATIONAL PTY LTD.

(iii) The proceeds of any sale of the goods shall be paid into a separate account and held in trust for TOP STAR COMPUTER INTERNATIONAL PTY LTD. The purchaser shall account to TOP STAR COMPUTER INTERNATIONAL PTY LTD from this fund for the full price of the goods.

(iv) The purchaser is entitled to a period of credit, but if prior to the expiration of the period of credit the goods are sold and the proceeds of sale received the purchaser shall account to TOP STAR COMPUTER INTERNATIONAL PTY LTD for the price of the goods.

(v) Should the purchaser die, stop payment or call a meeting of its creditors or become insolvent or subject to the bankruptcy laws or being a company calls a meeting for the purpose of or to go into liquidation or has a winding-up petition presented against it or has a receiver or administrator appointed, TOP STAR COMPUTER INTERNATIONAL PTY LTD may at its option notwithstanding its waiver of such default or failure and without prejudice to its other rights under this contract suspend or cancel this contract or require payment in cash before or on delivery or tender of goods or documents notwithstanding terms of payment previously specified or may repossess and take over the goods and dispose of the same in its own interest without prejudice to any claim it may have for damages for any loss resulting from such resale.

5.5 If the purchaser does not pay for any goods on the due date then TOP STAR COMPUTER INTERNATIONAL PTY LTD is hereby irrevocably authorised by the purchaser to enter the purchaser's premises (or any premises under the control of the purchaser or as agent of the purchaser in which the goods are store at such premises) and use reasonable force to take possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to the purchaser whatsoever.

5.6 On retaking possession of the goods TOP STAR COMPUTER INTERNATIONAL PTY LTD may elect to refund to the purchaser any part payment that may have been made and to credit the purchaser's account with the value of the goods less any charge for recovery of the goods, or to resell the goods.

## 6 Risk

Unless otherwise agreed in writing, risk in the goods shall pass to the purchaser at the time when the goods have been placed on the vehicle which is

to effect delivery from TOP STAR COMPUTER INTERNATIONAL PTY LTD's store or warehouse. The goods shall remain at the purchaser's

risk at all times unless and until TOP STAR COMPUTER INTERNATIONAL PTY LTD retakes possession of the goods pursuant to these terms

and conditions.

## 7 Claims

7.1 Subject to clause 2.2 herein, TOP STAR COMPUTER INTERNATIONAL PTY LTD shall not be liable for any loss or damage whatsoever and howsoever arising whether direct indirect or consequential or in respect of any claim whenever and however made for any loss or damage deterioration deficiency or other fault or harm in the goods manufactured, work executed or services provided by or on behalf of or in any arrangement with TOP STAR COMPUTER INTERNATIONAL PTY LTD or occasioned to the purchaser or any third or other party or to his or their property or interest and whether or not due to the negligence of TOP STAR COMPUTER INTERNATIONAL PTY LTD its servants or agents.

7.2 As soon as any of the facts or matters which form any part of any claim or complaint whatsoever become known to the purchaser, the purchaser shall within fourteen days notify TOP STAR COMPUTER INTERNATIONAL PTY LTD in writing of the same.

7.3 TOP STAR COMPUTER INTERNATIONAL PTY LTD shall not be liable in any circumstances for any;

(i) defects or damages caused in whole or in part by misuse, abuse, neglect, electrical or other overload, non-suitable lubricant, improper installation repair or alteration (other than by TOP STAR COMPUTER INTERNATIONAL PTY LTD) or accident.

(ii) any transport freight charges installation removal labour or other costs;



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(iii) defects in goods not manufactured by it but TOP STAR COMPUTER INTERNATIONAL PTY LTD will endeavour to pass on to the purchaser the benefit of any claim made by TOP STAR COMPUTER INTERNATIONAL PTY LTD and accepted by the manufacturer of such goods under a warranty given by the manufacturer of such goods provided that nothing contained in this subparagraph shall limit the rights of the purchaser to proceed against TOP STAR COMPUTER INTERNATIONAL PTY LTD pursuant to the Trade Practices Act 1974.

(iv) technical advice or assistance given or rendered by it to the purchaser or not in connection with the manufacture construction or supply of goods for or to the purchaser provided always that TOP STAR COMPUTER INTERNATIONAL PTY LTD has rendered such services with due care and skill and that any material supplied in connection with those services are reasonably fit for the purpose for which they are supplied.

7.4 The exemptions, limitations, terms and conditions in these terms and conditions shall apply whether or not the loss or damage is caused by negligence or actions constituting fundamental breach of contract.

## 8 Force Majeure

If by reason of any fact, circumstance, matter or thing beyond the reasonable control of TOP STAR COMPUTER INTERNATIONAL PTY LTD,

TOP STAR COMPUTER INTERNATIONAL PTY LTD is unable to perform in whole or in part any obligation under this agreement TOP STAR

COMPUTER INTERNATIONAL PTY LTD shall be relieved of that obligation under this agreement to the extent and for the period that it is so

unable to perform and shall not be liable to the purchaser in respect of such inability.

## 9 Default

Upon the occurrence of default by the purchaser in compliance with the terms herein;

9.1 TOP STAR COMPUTER INTERNATIONAL PTY LTD may at its discretion withhold further supplies of goods or cancel this agreement, or vary the terms of this agreement without prejudice to its rights hereunder **PROVIDED HOWEVER** that TOP STAR COMPUTER INTERNATIONAL PTY LTD may at any time and from time to time upon such terms as it may determine waive any of its rights under this Clause, but without prejudice to its rights thereafter of any of the events hereinbefore referred to or upon the continuation after any such waiver of any state of affairs the subject of such waiver.

9.2 The purchaser shall pay to TOP STAR COMPUTER INTERNATIONAL PTY LTD interest at the rate of 1.5% per month on daily balances in respect of any amounts as may from time to time be overdue until paid and such money together with all interest shall be recoverable forthwith from the purchaser.

9.3 Without prejudice to any other right or remedy the purchaser shall indemnify TOP STAR COMPUTER INTERNATIONAL PTY LTD against any costs' fees charges and disbursements charged by any solicitor engaged for the purpose of the collection or recovery of moneys due and payable by the purchaser to TOP STAR COMPUTER INTERNATIONAL PTY LTD on an indemnity basis and any fees, charges, disbursements or commissions charged by any mercantile agency or debt collecting firm.

9.4 The purchaser shall pay to TOP STAR COMPUTER INTERNATIONAL PTY LTD an administration fee of \$50.00 on the occurrence of every event of default.

## 10 Charge

The Purchaser hereby charges with payment of any indebtedness to TOP STAR COMPUTER INTERNATIONAL PTY LTD all beneficial interest

(freehold and leasehold) in land and personal property held now or in the future by the Purchaser. The Purchaser agrees that if demand is made by

TOP STAR COMPUTER INTERNATIONAL PTY LTD, the Purchaser receiving such a demand will immediately execute a mortgage or other

instrument of security, or consent to a caveat, as required, and against the event that the Purchaser fails to do so within a reasonable time of being so

requested, the Purchaser hereby irrevocably and by way of security, appoints any credit manager or solicitor engaged by TOP STAR

COMPUTER INTERNATIONAL PTY LTD to be its true and lawful attorney to execute and register such instruments.

## 11 GST

If a goods and services or similar value added tax ("GST") applies to this agreement for any reason the purchaser must pay the GST or reimburse

TOP STAR COMPUTER INTERNATIONAL PTY LTD for any GST paid or payable by TOP STAR COMPUTER INTERNATIONAL PTY LTD.



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## PRIVACY PROTECTION INFORMATION

### *Acknowledgment & Consent*

**To: TOP STAR COMPUTER INTERNATIONAL PTY LTD trading as TOP STAR COMPUTER INTERNATIONAL PTY LTD**

#### **Notice and Acknowledgment that Credit Information May be Given to a Credit Reporting Agency**

I/We understand that Section 18E(c) of the Privacy Act allows you to give a credit reporting agency certain personal information about me/us which I/we

authorise you to do. The information which may be given is covered by Section 18E(1) of the Act.

#### **Authority to Obtain Credit Information**

I/We authorise you to obtain from a credit reporting agency;

a credit report containing personal credit information about me/us for the purpose of assessing an application by me/us or my/our company/firm for

commercial credit;

- other information relating to my/our commercial credit activities;

- a credit report containing personal information about me/us for the purpose of the collection of overdue payments in respect of commercial credit

which you have provided to me/us or my/our company/firm;

- a credit report containing personal credit information about me/us for the purpose of assessing whether to accept me/us as a guarantor.

#### **Authority to Exchange Information with Other Credit Providers**

I/We authorise you to give to and obtain from:

- credit providers named in my/our credit application;

- any agent of yours that is deemed to be a credit provider pursuant to Section 11B(5) of the Act; and

- any credit provider that may be named in a personal or commercial credit report issued by a credit reporting agency or a commercial reporting

agency respectively.

- Information about my/our personal or commercial credit arrangements which can include information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act, 1988 and the

information may be given and used for purposes that include the following;

- to assess an application by me/us for personal or commercial credit;

- to assist me/us avoid defaulting on my/our credit obligations;

- to notify other credit providers of a default by me/us;

- to assess my/our credit worthiness; and

- to assess my/our position if I/we fall into arrears.

Name and address of individual/s

giving his/her consent

.....

Signature of individual/s

giving his/her consent

.....





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## Guarantee

TO: TOP STAR COMPUTER INTERNATIONAL PTY LTD trading as TOP STAR COMPUTER INTERNATIONAL PTY LTD (hereinafter called "TOP STAR COMPUTER INTERNATIONAL PTY LTD"). In consideration of TOP STAR COMPUTER INTERNATIONAL PTY LTD agreeing to supply and/or continuing to supply to

.....  
(hereinafter called "the applicant")  
of

.....  
with goods and/or services from time to time, I/we the undersigned **HEREBY JOINTLY AND SEVERALLY** agree with TOP STAR COMPUTER INTERNATIONAL PTY LTD as follows:

1. To be answerable to TOP STAR COMPUTER INTERNATIONAL PTY LTD for the due payment by the applicant of all monies now or from time to time hereafter owing to TOP STAR COMPUTER INTERNATIONAL PTY LTD on any account or any manner whatsoever by the applicant either directly or indirectly and either alone or jointly with any other person firm and/or corporation, and including but without limiting the generality of the foregoing any interest accruing on any monies owing or unpaid and any legal costs and disbursements incurred by TOP STAR COMPUTER INTERNATIONAL PTY LTD in enforcing payment by the applicant of any such monies.
2. This Guarantee shall constitute a continuing guarantee to TOP STAR COMPUTER INTERNATIONAL PTY LTD for all monies which are now or may from time to time be owing or remain unpaid.
3. This Guarantee shall not be avoided, released or effected by TOP STAR COMPUTER INTERNATIONAL PTY LTD making any variation or alternation in the terms of any agreement made with or to be made with the applicant.
4. TOP STAR COMPUTER INTERNATIONAL PTY LTD may without effecting this Guarantee grant time or other indulgence to or compound or compromise with or release the applicant or any co-guarantor of this Guarantee or any other person or corporation whatsoever or release, abandon, vary, relinquish or renew in whole or in part any security asset or right held by TOP STAR COMPUTER INTERNATIONAL PTY LTD.
5. Any payment made to TOP STAR COMPUTER INTERNATIONAL PTY LTD and later avoided by the application of any Statutory Provisions shall be deemed not to discharge the guarantor's liability and, that in such event, the parties hereto are to be restored to the rights which each respectively would have had if the payment had not been made.
6. This Guarantee shall be revocable at any time as to further transactions by one months notice in writing given to TOP STAR COMPUTER INTERNATIONAL PTY LTD or TOP STAR COMPUTER INTERNATIONAL PTY LTD's duly authorised agent by the guarantor or in the case of death by the guarantor's personal representative.
7. It is expressly declared that notwithstanding the fact that this Guarantee may be intended or expressed to be executed and given by more than one person the same shall in fact be a valid and effectual guarantee binding against such person or persons as shall execute the same forthwith





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upon their execution thereto and shall continue to be binding as against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.

- 8. This Guarantee and the construction and interpretation of it shall be governed by the laws of the State of New South Wales in force for the time being and from time to time, and the parties to this Guarantee irrevocably submit generally and unconditionally to the jurisdiction of the Courts of New South Wales in respect of all claims, proceedings and matters arising out of or in respect of this Guarantee.
- 9. To charge with payment of any indebtedness due herein to TOP STAR COMPUTER INTERNATIONAL PTY LTD all beneficial interest (freehold and leasehold) in land and personal property held now or in the future by me/us. I/we agree that if demand is made by TOP STAR COMPUTER INTERNATIONAL PTY LTD, upon receiving such a demand I/we will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required, and against the event that I/we fail to do so within a reasonable time of being so requested, I/we hereby irrevocably and by way of security, appoint any credit manager or solicitor engaged by TOP STAR COMPUTER INTERNATIONAL PTY LTD to be my/our true and lawful attorney to execute and register such instruments.

**DATED THIS**

**day of**

**20**

Signature of Guarantor..... Signature of Guarantor.....

Full Name..... Full Name.....

Address..... Address.....

Signature of Witness..... Signature of Witness.....

Full Name..... Full Name.....